



Kentucky Transportation Cabinet
Division of Right of Way and Utilities
RENTAL AGREEMENT

TC 62-26
06/2000

COUNTY _____ ITEM # _____
STATE # _____ FED. # _____
PROJECT _____
PARCEL _____

THIS AGREEMENT made and entered into this the _____ day of _____, 20____ by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter known as the LESSOR, and _____ of _____, hereinafter known as LESSEE.

WHEREAS LESSOR has certain real estate for rent consisting of _____ located at _____.

WHEREAS the LESSEE desires to rent said real estate subject to the hereinafter stated conditions;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The term of this lease shall be month to month commencing on the ____ day of _____, 20____ and this agreement (lease) may be terminated upon thirty (30) days written notice by either party.
2. LESSEE covenants and agrees to pay the LESSOR at a rental rate of \$ _____ per month, payable in advance on the first day of each month. Payment shall be in the form of a certified check, cashier's check or money order made payable to the Kentucky State Treasurer. Prior to occupancy, two months rent is required, which represents the rental payment for the first and last month of occupancy.
3. LESSEE / LESSOR shall pay all water, gas, electrical or other utility expenses which may be assessed against said property.
4. LESSEE shall not be eligible for any moving costs or relocation assistance unless eligibility has been previously established as a former owner or tenant occupant.
5. LESSEE shall not rent or lease any part of the above described property to third parties.
6. LESSEE shall keep the property in good repair and at the expiration of this lease shall return the property to LESSOR in as good condition as when entered upon by LESSEE, ordinary wear and tear excepted.
7. LESSEE agrees that no permanent structures or attachments shall be constructed upon said leased premises without the written approval of the LESSOR. Any structures or attachments placed upon the premises must be easily removable and removed at the expense of the LESSEE upon the expiration or cancellation of this lease.
8. LESSEE shall not commit any waste on the premises, nor do any unlawful act in regard to same, nor any act that will increase the ordinary fire hazards on the premises, and for the duration of said lease shall comply with all laws, ordinances and regulations with regard to real property which affect the property herein concerned.
9. LESSEE shall indemnify and hold harmless the LESSOR from any and all claims, cause of actions and demands of any kind or nature arising out of or in connection with the maintenance and use of the property by the LESSEE or anyone else who may use the property pursuant to this lease.
10. LESSEE agrees that failure to pay rent as prescribed above or violation of any of the above conditions shall automatically terminate this agreement (lease) and LESSEE shall forthwith vacate the premises.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this date set out above.

LESSEE

LESSOR: TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS